

19871-G

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is entered into as of the 30th day of January, 1996, between CANTRIP INVESTMENTS LIMITED, a corporation organized under the laws of Ireland ("Assignor") and IIBU FUND II PLC, and investment company organized under the laws of Ireland ("Assignee").

R E C I T A L S:

WHEREAS, the Assignor has sold and the Assignee has purchased certain assets pursuant to a Bill of Sale dated the 30th day of January, 1996 (the "Transferred Assets");

WHEREAS, the Transferred Assets include a certain equipment lease described in Schedule 1 attached hereto (the "Lease");

WHEREAS, the Transferred Assets were sold to Assignor from AFG/Eireann Limited Partnership II, a Massachusetts Limited Partnership ("Eireann"), pursuant to a Master Purchase Agreement dated as of the 30th day of January, 1996 (the "Eireann Master Purchase Agreement"), and

WHEREAS, the Transferred Assets were sold to Eireann from American Finance Group, Inc., a Delaware corporation ("AFG"), pursuant to a Master Purchase Agreement dated as of the 30th day of January, 1996 (the "AFG Master Purchase Agreement"), and

WHEREAS, the Transferred Assets are being managed by AFG under a Management Agreement between Eireann and AFG dated as of the 30th day of January, 1996 (the "Management Agreement"), and

WHEREAS, the parties hereto desire to effect the transfer by Assignor to Assignee of (a) all of the right, title and interest of the Assignor in, under and with respect to the Lease, and AFG Master Purchase Agreement and (b) all rights and remedies of Assignor under the Lease, the Eireann Master Purchase Agreement, and the Management Agreement accruing from and after the date hereof;

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Eireann Master Purchase Agreement.

2. Assignment. Effective as of the date hereof (the "Cut-off Date"), Assignor does hereby sell, convey, assign, transfer and set over, unto Assignee all of its right, title and interest in, under and with respect to the Lease, the Management Agreement, the Eireann Master Purchase Agreement and the AFG Master Purchase Agreement together with all other documents and instruments evidencing any of such right, title and interest. Assignor represents and warrants that, so long as no breach or event of default, or event which, with the giving of notice or the passage of time or both, would constitute an event of default, has occurred and is continuing under the Lease, Assignor shall warrant Lessee's right of quiet use and possession of the Equipment thereunder against all persons claiming by, through or under Assignor; however, such representation and warranty shall not include, and shall specifically except any acts or omissions of Assignee or any successor or assign of Assignee or any person or entity claiming by, through or under Assignee.

3. Representations and Warranties of Assignor. Assignor, in order to induce Assignee to enter into this Agreement, hereby represents and warrants to Assignee that the Lease, together with this Agreement and the Notices and Acknowledgements of Assignment, represent the entire agreement, effective as of the date hereof, between the Assignor, as lessor, and Lessee with respect to the leasing of the Equipment; that of the only duplicate originals of the Lease, one has been delivered to the Lessee and any other originals thereof will be delivered to the Assignee promptly after the Closing (as defined in the Master Purchase Agreement); that the Lease is in full force and effect, without modification or amendment, except for the documents set forth above; that to the best of Assignor's knowledge, no event of default has occurred and is continuing thereunder; that the rents payable under the Lease are not subject to any defenses, set-offs or counterclaims which are solely the result of any act or omission on the part of Assignor; and that as of the date hereof there are no sales taxes or other governmental charges due with respect to the Equipment other than those payable by Lessee under the Lease and excluding any taxes that are based on or measured by the net income of lessor under the Lease.


4. Indemnity.

(a) Assignee shall indemnify and hold Assignor harmless from and against any and all costs, claims, liabilities and causes of actions, including, without limitation reasonable attorneys' fees and costs of defending such claims and causes of action (collectively, "Claims"), from any liabilities or obligations arising under the Lease to the extent such liabilities or obligations arise on or after the Cut-off Date, except for Claims resulting from Assignor's negligence or misconduct.

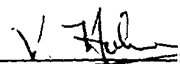
(b) Assignor shall indemnify and hold Assignee harmless from and against any and all costs, claims, liabilities and causes of actions, including, without limitation reasonable attorneys' fees and costs of defending such claims and causes of action (collectively, "Claims"), from any liabilities or obligations arising under the Lease to the extent such liabilities or obligations arise prior to the Cut-off Date, except for Claims resulting from Assignee's negligence or misconduct.

5. Miscellaneous This Agreement may be signed in counterparts, which together shall constitute one instrument. This Agreement shall be governed and interpreted under the laws of the Commonwealth of Massachusetts.

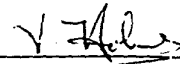
IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date above written.

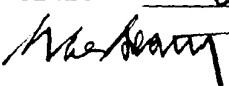

WALTER BEATTY, B.A.
NOTARY PUBLIC
57/60 FITZWILLIAM SQ.
DUBLIN 2 IRELAND

CANTRIP INVESTMENTS LIMITED

By: 
Title: D. Nelson

IIBU FUND II PLC

By: 
Title: D. Nelson

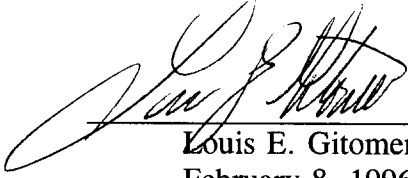

WALTER BEATTY, B.A.
NOTARY PUBLIC
57/60 FITZWILLIAM SQ.
DUBLIN 2 IRELAND

SCHEDULE 1

| Serial Number | Year Manufacturer | Model | Type | Acceptance Date |
|-------------------|-------------------|-------|--------------|-----------------|
| CR790051A/B/C/D/E | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790076 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790063 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790068 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790071 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790067 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790074 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790061 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790075 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790066 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790069 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790073 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790064 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790065 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790077 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790059 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790060 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790070 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790078 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |
| CR790050 | GE | Q-153 | TOPC PLATCAR | 1/01/1996 |

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Assignment Agreement dated as of January 30, 1996, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
February 8, 1996